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*Second Edition.*

—BY—

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## PREFACE.

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There are many students, and, I suppose, some "practitioners," as they are called here, who can remember the principles of Law with greater facility than they can recall their "case" law. To such the following jingles are presented as a "*Memoria Technica*." It is not claimed that they will be the means of imparting any extensive legal knowledge, but that they will be effectual—

(1) In fixing upon the student's memory the names of parties to some of the leading cases, especially where they occur at the ends of lines.

(2) In putting the reader upon the right track, which he may follow at will by referring to the report of the case itself, and supplement this by a perusal of the cases collected on the point in question, in such-books as Mr. Shirley's or Mr. Smith's Leading Cases, while Mr. Kant's admirable work of reference will point out to him where those cases have been more recently discussed.

Some of these verses were written many years ago, and in this connection I wish to record my indebtedness to Mr. E. R. Garnsey, B.A., of the New South Wales Equity Bar, for his permission to adopt the idea, and also to include those verses which we then wrote for our mutual amusement.

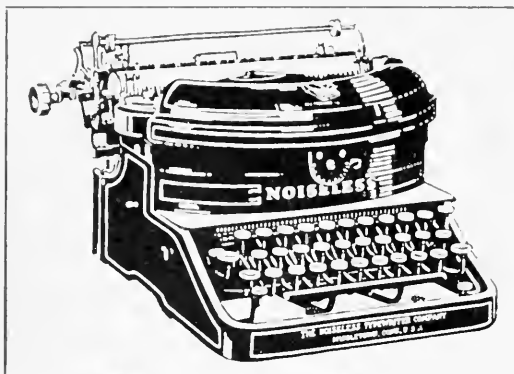
The author submits them "with all faults," and (slightly altering a well known quotation) begs to add—

*"Hos ego versiculos feci, ferat emptor honorem."*

The favourable reviews which greeted the appearance of the original edition embolden the author to submit a second and somewhat extended edition, to be published, not in Western Australia, but in the larger arena (*qua* law and law students) of the Eastern States of the Commonwealth.

The "Jingles" are reprinted with all due acknowledgments to *The Bulletin*, *The Green Bay*, and *The Western Mail*, to which the author sent them many years ago.

Perth, W.A.,  
May, 1922.



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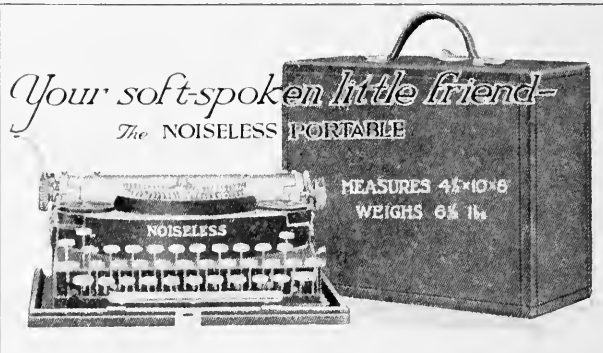
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## OPINIONS OF THE PRESS OF THE FIRST EDITION.

CASE-LAW VERSES, by F. R. BARLEE.

This little book is an aid to knowledge of considerable value to law students. It is simply a collection of rhymes, which if learned by rote, help to impress on legal practitioners the main principles of law.

(*The Age*.—June, 1908.)

### THE POETIC SIDE OF THE LAW.

It seems that not only is there poetic justice, but that poetic laws, is a possibility and that it can be made certainly of greater practical value. Such at any rate, appears to be the opinion of the learned author of "Case-Law Verses," a little brochure by Mr. F. R. Barlee, M.A., barrister-at-law, Perth. Mr. Barlee's idea—and one which he frankly acknowledges he shares with Mr. E. R. Garnsey, B.A., of the New South Wales Bar, who collaborated with him in the production of some of the verses—is to provide for the law student and the legal practitioner what certain school books do for school children, namely a rhyming "memoria technica," in order to fasten information upon the mind. These "jingles," as Mr. Barlee styles them, have for their object the fixing upon the student's memory the names of parties to some of the leading cases, and putting the reader on the right track of following up those cases. The case-law verses are ingenious and amusing, and a few may be quoted to show how the lesson is sought to be given, the title to the verse, and the reference to the law report following in that order :—

(Quotes certain verses.)

(*West Australian*.—4th April, 1908.)

There is a comic Blackstone, and there was a proposal once to turn Blackstone into verse. Though

that rather labourious task does not appear to have been performed, there have not been wanting ingenious legal minds to turn law into rhyme. It is stated that one of the early amusements of John Scott, afterwards Lord Eldon, was of the reverse kind. His fancy was to turn poetry into the form of legal instruments, and one of his achievements was to turn the ballad of Chevy Chase into the shape and style of a bill in Chancery—much to the damage, no doubt, of the ballad. In 1742, John Worrall printed at the Dove, in Bell Yard, near Lincoln's Inn, "Reports of Sir Edward Coke, Knight, in verse." This venerable example of presenting legal "truths severe dressed in the fairy garb of verse" has been followed as late as this year by Mr. F. R. Barlee, M.A. We commend his verses to the perusal of those who admire smart verses, and who find truths wrapped up in verse more easily remembered than statements in dry-as-dust prose.

(*Brisbane Courier.*)

#### AN ORIGINAL PUBLICATION.

We have received from the author, Mr. F. R. Barlee, M.A., the librarian of the Supreme Court, an advance copy of a little volume, shortly to be published, which has taken us back to the days when we tried to memorise some of the peculiarities of Latin Grammar by learning rhymed strings of propositions governing the ablative and dative cases, and of irregular verbs and so forth. Mr. Barlee has applied the same process to what is known by legal practitioners as case law, and his little volume contains 111 "leading cases" put in jingle form, with the object of enabling the student to fix in his memory the names of the parties and to refer to the different decisions governing the principle under consideration. For a small volume there is quite an elaborate list of cases, and practically all the recognised reports are drawn upon. The jingles are on the whole, considerably in advance of the bulk of this kind of work. Not infrequently a point is hit off in a crisp, epigrammatic way, well calculated to cause the reader to remember it, and instances are not wanting of a neat little turn of humor. "Case-Law Verses" is in fact, a little book which other people besides students may spend an agreeable half-hour in turning over. The best method of giving a notion of what it is like will be to quote two or three of the verses.

(Quotes several verses.)

(*Perth Morning Herald.*—4th April, 1908.)

## Opinions of the Press—contd.

### CASE-LAW VERSES.

A MEMORIA TECHNICA OF LEADING CASES FOR THE USE OF STUDENTS AND OTHERS. By F. R. BARLEE, M.A., Barrister-at-law.

These verses are produced with a view of fixing the names of parties in leading cases on the memory, and also of putting the reader on the track to find out, by means of the recognised works on the subject, whether, and if so where such cases have been under review. It is common knowledge that it is much easier to remember principles than the names of cases, and also how jingles are retained in the memory when much more elaborately constructed compositions are forgotten. This little volume, therefore, should answer its purpose, and be found useful to the professional man and the student.

(*Australian Law Times*,—13th June, 1908.)

The value of verse as an aid to memory has long been recognised. Who can forget those touching lines :—

“Joshua, son of Nun,  
And Caleb, son of Jephunneh,  
Were the only two  
That ever got through  
To the land of milk and honey.”

Mr. F. R. Barlee, M.A., has ingeniously applied this ancient principle to the thorny subject of “case-law.” There are indexes of cases cited and of subjects, and to those persons who are students of law these jingles should prove attractive and useful.

(*Daily News*,—7th April, 1908.)

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# ABBREVIATIONS

USED HEREIN IN REFERRING TO REPORTS OTHER THAN  
"THE LAW REPORTS."

<b>A. &amp; E.</b>	Adolphus & Ellis - Q.B. Reports.
<b>B. &amp; A. (Barn. &amp; Ald.)</b>	Barnewall & Alderson's Reports, K.B.
<b>B. &amp; Ad. (Barn. &amp; Ad.)</b>	Barnewall & Adolphus' Reports, K.B.
<b>B. &amp; C.</b>	Barnewall & Creswell's Reports, K.B.
<b>B. &amp; S.</b>	Best & Smith's Reports, K.B.
<b>Bing. (N.C.)</b>	Bingham's Reports, C.P.
<b>Bull. N.P. or B.N.P.</b>	Buller's Nisi Prius.
<b>Bulst.</b>	Bulstrode's Reports, K.B.
<b>Burr.</b>	Burrow's Reports, K.B.
<b>Camp. (N.P.)</b>	Campbell's Reports Nisi Prius.
<b>Co.</b>	Coke's Reports.
<b>C.B.</b>	Common Bench (or Manning, Granger and Scott's ) Reports.
<b>C.B. (N.S.)</b>	Common Bench Reports, new series.
<b>Cowp.</b>	Cowper's Reports, K.B.
<b>Doug.</b>	Douglas' Reports, K.B.
<b>D. &amp; R. (Dow. &amp; Ry.)</b>	Dowling & Ryland's Reports, K.B.
<b>East.</b>	East's Reports, K.B.
<b>El. &amp; Bl.</b>	Ellis & Blackburn's Reports, Q.B.
<b>El. B. &amp; E.</b>	Ellis, Blackburn & Ellis' Reports, Q.B.
<b>Esp.</b>	Espinasse's Reports.
<b>Ex.</b>	Exchequer (Welsby Hurlstone & Gordon's Reports.
<b>H. &amp; C.</b>	Hurlstone & Coltman's Reports.
<b>H. &amp; H.</b>	Horne & Hurlstone's Reports.
<b>H.L. (Rep. or Ca.)</b>	House of Lords (or Clark & Finelly's Reports or Cases)
<b>H. &amp; N.</b>	Hurlstone & Norman's Reports, Ex.
<b>Hob.</b>	Hobart's Reports, K.B.
<b>H. Bl.</b>	Henry Blackstone's Reports.
<b>Ld. Raym.</b>	Lord Raymond's Reports, K.B.
<b>L.J. (N.S.)</b>	Law Journal, new series.
<b>L.J. Eq.</b>	Law Journal Equity.
<b>L.J. Ex.</b>	" " Exchequer.
<b>L.J.Q.B.</b>	" " Queen's Bench.
<b>M. &amp; Gr.</b>	Manning & Granger's Reports, C.P.
(Man. & G.)	
<b>M. &amp; P.</b>	Moore & Payne's Reports.

## Abbreviations.

M. & W.	Meeson & Welby's Reports, Ex.
(Mee. & W.)	
N. & M.	Neville & Manning's Reports, K.B.
(Nev. and M.)	
N. & P.	Neville & Perry's Reports, K.B.
Pea.	Peake's Reports, N.P.
Peak. Add. Ca.	Peake's Additional Cases.
P. Wms. (P.W.)	Peere Williams' Reports, Chancery.
Raym.	Raymond.
R. R.	Revised Reports.
Salk.	Salkeld's Reports, K.B.
Scø. (or Scott)	Scott's Reports, C.P.
Show.	Shower's Reports.
Sid.	Siderfin's Reports, K.B.
Sim. (or Sim. N.S.)	Simon's or Simon's New Series Reports, Chancery.
Skin.	Skinner's Reports, K.B.
Smith.	Smith's Reports, K.B.
Str. (Stra.)	Strange's Reports, K.B.
Taun.	Taunton's Reports, C.P.
T.R.	Term Reports (Durnford & East) K.B.
Ves.	Vesey's (Senior) Reports, Chancery.
Willes.	Willes' Reports, K.B. and C.P.
Wilm.	Wilmot's Notes and Opinions, K.B.
Wils.	Wilson's Reports, K.B.
W. Bl.	Sir William Blackstone's Reports, K.B.

## LAW REPORTS.

THE LAW STUDENT WILL ALSO FIND THE FOLLOWING USEFUL WHEN  
LOOKING FOR CASES :—

C.C.R.	Crown Cases Reserved.
Ch. D.	Chancery Division.
C.P.D.	Common Pleas Division.
Ex. D.	Exchequer Division.
L.R. A. & E.	Admiralty and Ecclesiastical.
L.R.C.C.	Crown Cases Reserved.
L.R. Ch.	Chancery Appeal Cases.
L.R.C.P.	Common Pleas Cases.
L.R. Eq.	Equity Cases.
L.R. Ex.	Exchequer Cases.
L.R.H.L.	English and Irish Appeals.
L.R.H.L. Sc.	Scotch and Divorce.
L.R. P. & M.	Probate and Divorce.
L.R.P.C.	Privy Council Appeals.
L.R.Q.B.	Queen's Bench Cases. (Not Q.B.R., which are earlier).
P.D.	Probate Division.
Q.B.D. or K.B.D.	Queen's (or King's) Bench Division.

LEGAL JINGLES.

# INDEX TO LEGAL JINGLES

## Other than Case-law Verses

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## LEGAL JINGLES.

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### I.

#### AT THE BAR.

(Respectfully Dedicated to Several Hundred Juniors).

When the youth is fresh from College, and his head is full of  
knowledge  
Of the musty ancient classics, and he's taken his degree,  
He no doubt has an ambition to achieve a high position,  
And his father thinks the mission that will suit him to a "T"  
Is the Bar.

Is the Bar, to which so many go, alas ! without a penny  
More than care and strictest living, but a bare subsistence giving,  
Render rather more than meagre, with a hungry look and eager.  
And who lunch off bread and butter and the simple cup of tea  
At the Bar.

Then he either buys or borrows, what will cause him many sorrows,  
The too solid tomes of Stephen, Story, Blackstone, and of Coke,  
And with these and many others all his scholarship he smothers,  
With this dry and heavy feeding, doing little else but "soak"  
For the Bar.

After doing his probation, he proceeds in trepidation  
To a stiff examination that 'ere now has plucked a few,  
Then a week of anxious waiting till he's joyously relating  
To his fond and happy parents and his cronies that he's "through"  
For the Bar.

They consider him a treasure, and he takes a little leisure,  
As he flings aside his Chitty and prepares to have a spree,  
Just a week or two of "spelling," every thought of books repelling,  
Till the time when he's admitted (and he's "moved" by a K.C.)  
To the Bar.

If his youthful head is level, he will next proceed to "devil"  
 For a senior, who supplies him with a lot of work to do,  
 And in time, all leisure spurning, he will find he's slowly learning  
 How to plead, and fills his notebook with a precedent or two.

At the Bar.

Till at practice quite *au fait*, as he thinks, there comes a day  
 When he's occupying Chambers with his name upon the door,  
 And he buys a chair and table, gathering all the books he's able,  
 With a pen and ink and paper, and a carpet on the floor

At the Bar.

A belltopper's now *de rigueur*, and the council's youthful figure  
 Berobered is seen at levees, or the first day of the term.

But too few, alas ! the chances of evoking envious glances  
 As he, brief in hand, to Banco goes, with steady step and firm

To the Bar.

But he waits in expectation that a friend or a relation,  
 Some attorney most confiding, will contribute to his rent  
 And will cause him some emotion with a little "Brief on motion,"  
 Just a drop into the ocean of the coin that he has spent

For the Bar.

He has no decided bias for Divorce or Nisi Prius,  
 Or for Bankruptcy or Equity, but takes 'em as they are—  
 (What a fool he'd be refusing) and it's really most amusing  
 That the Probate Court's the nursery of the *very* junior bar

At the Bar.

And outsiders cannot tell how the little "leave to sell"  
 Or the "Probate" cheers the spirits in a dull desponding life,  
 When he's seated at his reading, and his pipe he's ever feeding  
 Till the atmosphere's so heavy you can cut it with a knife

At the Bar.

So he sits and reads and muses, nor by any chance refuses  
 With the everlasting solace of the weed to banish care,  
 And each knock he analyses, but they're none of 'em surprises.  
 Only restless friends who enter and still more pollute the air

At the Bar.



Oh ! the waiting sad and weary, in the chambers dark and dreary !  
 Oh ! the days of endless " grafting " but without the least return.  
 While outside's all push and hustle in the city's din and bustle,  
 But it's no use moralising, by experience we learn

At the Bar.

So he goes through his probation, months and months of weary  
 waiting  
 But proverbially " long the lane that never has a turn,"  
 With a few small briefs entrusted 'ere his mind has wholly rusted,  
 He will find his hopes returning and his soul with ardour burn

At the Bar.

Thus, at length, when near despairing, and his creditors are  
 swearing,  
 He may form a sort of practice, and his friends devoutly bless,  
 And it lightens his misgiving *in re* how to make a living,  
 And he's sometimes led to cherish dreams of ultimate success.

At the Bar.

## II.

### THE DUTIES OF A CHAIRMAN.

Do you, my "*Green Bag*" readers, know  
 The duties of " The Chair ? "  
 He that presides must ever be  
 Discreet, unbiassed, fair.  
 The whole Assembly's prompt support  
 He properly may claim,  
 Provided he's to each and all  
 Impartially the same.  
 " His ordinary functions " (he  
 Must ever bear in mind,) "   
 " Are ministerial alone "   
 (By Palgrave, Kt.,<sup>1</sup> defined)  
 He does not as a member speak  
 Like any other there.

---

(<sup>1</sup>See Sir F. Palgrave on " Duties of a Chairman.")

## Legal Jingles.

His words are only to explain  
     His conduct, or to air  
 His views as chairman ; he should not  
     Attempt to sway at all  
 The wish or the decision of  
     Those present in the hall.  
 If motion or amendment's made  
     (In order *scilicet*,)  
 Duly proposed and seconded,  
     All doubts at rest are set  
 By this clear rule, the question must  
     Be from the Chair proposed  
 At once (*scil.* after it's discussed).  
     No option is reposed  
 In chairmen, though the motion put,  
     One may distinctly see,  
 Shows to the meeting's purposes  
     Direct hostility ;  
 E'en though, if carried, the debate  
     It would abruptly end  
 By forcing him to leave the chair,  
     And to an impasse tend.  
 Let these few rules your conduct guide,  
     And ever bear in mind  
 (No doubt superfluous advice,)  
     Be courteous, firm, but kind.

## III.

### TO DISTRICT COURT BRIEF ON MY TABLE.

Some time has passed since you arrived,  
     A stranger in the land,  
 Your pages clean, your ink so fresh  
     How eagerly I scanned.

New was the tape that tied you round  
     Near where appeared my name.  
 Now soiled and twisted, dirty too,  
     It scarce appears the same

When you arrived I thought " Perhaps  
 My luck at last has turned,"  
 But far too sanguine were my hopes,  
 A lesson since I've learned.

" One swallow won't a summer make "  
 One brie a practice build,  
 But brief must follow brief before  
 Your heart with hope is filled.

Some baby brothers by your side  
 At intervals have lain,  
 They came and went, the Probate Court  
 Received them, you remain.

Some other little brothers too  
 Were strangled in the cot,  
 While others lived a week or two,  
 A miserable lot.

You had two grown up brothers once,  
 Two Jury cases they,  
 But they have also passed, as passed  
 Alas ! their fees away.

How eagerly I read you through  
 And " got up " all the Law,  
 How through the proofs I searched, to find  
 Perchance some fault or flaw.

Why do you still my table grace (!)  
 Long time since you were brought.  
 My wonted luck ! Of course the case  
 Was " settled out of Court."

Are you the last of all the band,  
 Survivor of your race?  
 I almost hate you, yes, I loathe  
 Your too familiar face.

## IV.

## A BOMBARDMENT.

Dedicated "with (or without) respect" to Gatling Gunn, K.C.,  
P. Rolix, Esq., and others.

"If yr Hon'r pleases, would yr Hon'r allow me to suggest to m' learn'd friend a few authorities on the point!"

I dreamed that (sometimes) awful bore, th' *Amicus Curiae*  
Arose before the Court in Banc, composed of Judges three.  
Regardless of the Bench he leaned and plucked me by the gown,  
And in a raucous whisper, which I *Curtéis* tried to drown,  
Forced me to stop my argument and listen while he wheezed.  
(The Bench, who'd given their consent, looked anything but pleased.)  
He told us with what old Reports my argument to clinch,  
From *Adam* down to *Carrington*, with *Jacob*, *Finch* and *Winch*,  
And *Godbolt*, *Dow*, and *Colles*, *Bligh* and *Wolferstan & Dew*,  
A *Shower* of Cases all *Select*, *Choyce*, *Modern*, *Strange*, and *New*.  
Then *Notes of Cases*, *Mosley*, *Cruise*,— we saw their Honors *Stair*—  
*Bingham*, *Barnardiston* and *Scott* and *Fountainhall* were there.  
From *East* to *West* his fancy ranged, from *Littleton* to *Cooke*,  
From *Forest*, *Peake*, to *Bunbury*, to *Eden*, *Lewin*, *Brook*.  
I thought it *Best* (and *Smith* agreed) to let him ramble on  
To *Hall* and *Twells*, to *Lloyd & Gould*, *Benloe & Dalison*  
You can't eLuder man like that, he'll *Rolle* off what he thinks  
And *Cary* on with *Bell*, *Bellew*, *Kay*, *Swanston*, *Vesey*, *Spinks*.)  
He *Burrowed* in the *Year Books* next *Welsh*, *Raymond*, and *Carthew*,  
And called in *Jebb & Bourke* to aid in driving home his view.  
*Campbell & Goldsboro*, *Espinasse* came tripping from his tongue  
*Lutwyche* and *Gow*, *McTolland*, *Rose*, and *Deacon*, *Vaughan* and  
*Younge*,  
*Deane*, *Scott*, *Forbes*, *Bruce*, *Kames*, *Brown* and *Hume*, *Syme*, *Hailes*,  
*White*, *Durie*, *Shaw*  
Were quoted to throw light upon that *Harcase* of the Law.  
"What *Price*" said I, "a little *Knapp*? I'm *Haggard* and in  
*Payne*."  
He hurried on, *Moore Keen* with *Lofft*, and *Montagu*, and *Lane*.  
Then *Leach* and *Leigh*, and *Buck* and *Hare*, *Peere-Williams*, *Ridgway*,  
*Lee*—  
No *Freeman* I, he simply hurled that catalogue at me.

Then *Pollexfen*, and *Siderfin*, and *Comberbach* and *Latch*,  
*Ventris*, *Fonblanque*, and *Cunningham* he gave me in a batch.  
 "The *Dickens*!" Smith said, I'm done *Brown*" (The Bench had  
 long since gone);

But still he added to the list with *Gale* and *Davidson*,  
*Meeson* and *Welsby*, *Bacon*, *Jones*, and *Plowden*, *Menzies*, *Hale*,  
*Moody* and *Malkin*, *Dyer*, *Croke*, *McQueen*, *De Gex* and *Smale*.  
 He gave us *Ley*, and *Bulstrode*, too. Then *Ambler*, *Holt* and *Coke*  
 (I really couldn't keep awake) I heard when I awoke.  
 What more he cited, what Reports he'd added while I slept  
 I know not (and he's talking still). Across the Court I crept.  
 We two alone remained. 'Twas dark; I sneaked away at last.  
 And found the Long Vacation on—a week of which had passed.

## V.

### JUSTICE.

If Justice signifies what's fair and right  
 Then Might or Power is Justice, "Might is right."  
 What though my neighbour grovelling in dust is.  
 So I get what I want—that's Justice.

## VI.

### PROPOSAL AND ACCEPTANCE.

(The author is indebted for the idea and a few of the verses to  
 "The Green Bag.")

Contract with me, my sweet feme sole, a partnership for life,  
 Convey to me your heart in fee, and be a lawyer's wife.  
 Don't file a dilatory plea, but say you'll marry me,  
 And don't reserve your judgment with a cautious C.A.V.

For you know of my attachment, and you've caused me much  
 distress,  
 I shall soon become *non compos* if you will not answer "yes,"  
 Thoughts of you are like refreshers; they engross my heart and  
 will,  
 Don't nonsuit or demur you, can't with coldness tax your Bill.

Don't exhibit such reluctance, dear, for marry you I must,  
 You shall never suffer damage from your executed trust.  
 For this I'll give a warranty, and covenants I'll make  
 That I'll never *per incuriam* my darling one forsake

Come, let me, without prejudice, my soul to you unfold,  
 If you refuse me Bankruptcy shall all my future hold.  
 I would not be your Master, but your Receiver kind  
 Then let the Registrar our hearts in lasting contract bind.

Then for you the famed 6 carpenters a castle fair shall build,  
 Which with no hire-purchase goods but heirlooms shall be filled.  
 For though chattels all are mine in law, you'll choose their proper  
     places  
 And they now await conveyance, packed in Shirley's Leading  
     Cases.

My household you'll administer as Agent if you will,  
 Without impeachment on the part of your most honoured Bill.  
 Mesne profits from the poultry yard you may appropriate  
 And I will pay for necessities suited to your state.

Pin money you shall have galore, and settlements I'll make ;  
 For your sole and separate use you Whitacre shall take ;  
 I'll devise you lands, bequeath you goods, my life is well insured—  
 So you will be, *dum vidua*, from poverty secured.

Confess, but don't avoid me as a holder in due course,  
 But to your sweet endorsement let me duly have recourse,  
 To hold the seisin of your heart impatiently I haste,  
 And now—the law's long arm enfolds your all-permissive waist.

The evidence of sweet consent now in your eyes I see  
 These presents surely witness that you cannot disagree.  
 Allowing my appeal I hear you, blushing, answer "yes."  
 'Tis embracery, not trespass, and it's surely not duress.

For here "volenti" well applies, we satisfaction get  
 In a speedy execution of a lover's judgment debt.  
 And as our lips the contract seal, you softly whisper "Bill"  
 You'll love me *in perpetuum* ?" "So help me God, I will."

VII.

EXAMINATION SPECTRES.

"I have forgotten the names of the parties; I must therefore supply their place with the old fashioned letters A. B. C., letters that often made us sick in our childhood."

*(Amusing Actions at Law).*

There are mythical persons that students hate  
 (And their hatred is shared by me)  
 Whom examiners use when they questions state;  
 They are mischievous A and B.

Hypothetical A has the leading roles,  
 With a supposititious B,  
 And fictitious and problematical souls  
 C and D, and the mystic E.

Then as 'supers' chimerical F and G  
 Down to M and N we see;  
 Even X. Y. Z in the cast may be,  
 But most hated are A and B.

They're a quarrelsome lot, no action's brought  
 In the matter of chattels, land,  
 In Bankruptcy, contract, divorce or tort,  
 But they eagerly take a hand.

And the stiffer the puzzle the more they gloat  
 At the hapless student's task,  
 For the problems where these the examiners quote  
 Are the hardest that man can ask.

If A is the plaintiff, you may be sure  
 Mr. B will be cast for Deft;  
 Third party C is an awful bore,  
 D and E are for trustees left.

If A is the tenant for life, we know  
 Mr. B will succeed in tail,  
 And he's possibly followed by C. D. E,  
 (It's a clan that must never fail).

A's an infant. Then B as plaintiff see,  
 And the guardian's surely D.  
 A's a cestui-que trust. Testator B  
 Has appointed as trustee C.

A's a principal: Then his agent's B,  
 An employer, B's employee,  
 Or a partner with mythical C, D, E,  
 Or perhaps he's a mortgagee.

A and B in the realms of crime are known  
 (Theft, arson or burglary)  
 Convicted, or not, as the facts are shown  
 By the witnesses C, D, E.

It's a difficult matter to take A's life,  
 Or to put an end to B;  
 In all intricate quarrels, in legal strife,  
 They will resurrected be.

For let A, who has compassed B's decease  
 To the gallows justly go,  
 Do you think from the pair you have gained release?  
 Not a bit, as all students know.

Or let A make a will (of no use till death  
 When a will begins to speak)  
 B draw an intestate's dying breath—  
 "Well, they can't reappear next week."

You are wrong, the examiner's healing skill  
 The mythical A restores,  
 Problematical B other roles will fill,  
 With the rest of the lettered bores.

So for ever, as far as the Law can see,  
 Will the bane of all students be  
 Problematical A, hypothetical B.,  
 And chimerical C, D, E.



## CASE-LAW VERSES.

---

*A Book of Cases*, cited  
    *Then* and *Now*,  
*A Winning Brief*, a thumping  
    *Fee*, and *Thou*  
Beside me, taking up the  
    *Argument*,  
The *Argument* were *Pertinent*  
    Enow.

## CASE LAW VERSES.

---

### 1

#### WITHDRAWAL OF OFFER BEFORE TIME GIVEN FOR ACCEPTANCE.

A offered goods for sale to B,  
B said "you're very kind,  
Give me till 4 o'clock to-day,  
I can't make up my mind."  
Meanwhile a chance of selling came,  
Which A *quite rightly* took,  
As you may ascertain at will,  
From *Orley* sued by *Cooke*.  
Had A the offer open kept  
He might have still been ruing it :  
He was'nt bound, no *quid pro quo*  
Was given him for doing it.

3 T.R. 653.

## 2

## MUTUALITY IN CONTRACT.

Now this is the law of the purchaser,  
 and the law of the vendor, too,  
 And it shews, in making a bargain,  
 what these parties twain must do ;  
 They must both agree to the selfsame  
 thing—must both *ad idem* be,  
 The importance of mutuality you in  
*Jordan and Norton* see.

4 M. &amp; W. 161.

## 3

## CONTRACTS OF LUNATICS.

Contractual inability  
 Is not to youth confined,  
 Amongst the rest who can't contract,  
 The lunatic we find.  
*Not in all cases* is he barred—  
 See where *Lord Portsmouth* found  
 (Who carriage hire refused to pay)  
 That *Baxter's* claim was sound.

5 B. &amp; C. 170.

7 D. &amp; R. 614.

## 4

## CONTRACTS OF CORPORATIONS.

To bind a corporation by a contract, as a rule,  
 It must be under corporate seal,  
 See *Arnold* versus *Poole* ;  
 Except in matters trifling, daily, and urgent  
 too  
 (For this "*Clarke v. The Cuckfield Union*"  
 review).

4 M. &amp; Gr. 860.

21 L.J.Q.B. 349.

## 5

## CONTRACTS OF MARRIED WOMEN.

A married woman's contracts bind  
 Her separate estate,  
 But what her status since "the Act,"  
 I need not here relate.  
 You'll find it all discussed at length  
 In "Shirley" (if you like),  
 Where you will find the leading case,  
*Fitzgibbon* sued by *Pike*.

17 Ch. D. 454.

## 6

## INFANTS' CONTRACTS.

How far an infant's justified  
 In his refusal  
 To pay for goods supplied, we learn  
 By a perusal  
 Of the case where *Ryder Wombwell* sued  
 And got no satisfaction ;  
 While *Peters* against *Fleming* proved  
 Successful in his action.

L.R. 4 Ex. 32.  
6 M. & W. 42.

## 7

## HUSBAND AND WIFE.

This is the tale related of the family of  
 Rees,  
 Who in or near Llanelly resided at  
 their ease.  
*Rees* to his wife said, "Don't buy goods on  
 credit, 'twould be folly."  
 (The tradesmen didn't know.) She neces-  
 saries bought of *Jolly*  
 And when he sued, the Court said, "No !  
 Wife's right to pledge his credit  
 As husband's agent was revoked, though  
 but to her he said it."

15 C. B. (N.S.) 628.

## 8

## HUSBAND AND WIFE.

On wife as husband's agent, it will pay you  
 to look out  
 10 M. and W. page one—*Ilberry* sued by *Smout*.  
 10 M. & W. 1.

## 9

 STATUTE OF FRAUDS. DEBT.  
 DEFAULT, OR MISCARRIAGE.

A promise that another's debt  
 You'll pay,  
 You can evade, if truly you  
 Can say,  
 "I never wrote it,"  
 Such promises the Statute needs  
 In writing.  
*Birkmyr v. Darnell* is the case  
 For citing ;  
 Be sure you quote it.

6 Mod. 248.  
 2 Ld. Raym. : 1085.

## 10

 GUARANTY IS COLLATERAL UNDERTAKING  
 WHERE ANOTHER IS PRIMARILY LIABLE.

But if one says "Go, do this work  
 And I will see you're paid,"  
 No promise this another's debt  
 To guarantee 'tis said.  
 Though *as against the promisor*  
 It gives a right to sue.  
*Mountstephen* versus *Lakeman* shews  
 I've stated what is true.

L.R. 5 Q.B. 613.  
 7 H.L. 17.

## 11

CONTRACTS TO OUST JURISDICTION  
OF COURTS OF LAW.

The contract designed for impeding the law,  
Or preventing its administration.  
Is illegal, as *Scott* versus *Avery* shews,  
(Tis a case which gives much information).

5 H. L. C. 811.

## 12

## IMMORAL CONTRACTS.

Immoral Contracts—  
*Pearce* v. *Brooks* :  
On such the Court  
In anger looks.

L. R. 1 Ex. : 213.  
35 L. J. Ex. 134.

## 13

## CONTRACTS IMPOSSIBLE OF PERFORMANCE.

Mr. *Taylor* had hired a hall for a term,  
Mr. *Caldwell* was glad to have let it ;  
But a fire took place, and the hall was  
destroyed,  
Thus was Taylor unable to get it.  
When he sued, said the Court, " Both the  
parties presumed  
On the building's continued existence,"  
And avoided the contract—they both were  
excused  
In despite of the plaintiff's insistence.

3 B. and S. 826.  
32 L. J. Q. B. 164.

## 14

## CONTRACTS CONTRARY TO PUBLIC POLICY.

In *Egerton v. Brownlow* we can see  
 The Law upholding Public Policy  
 In it's integrity : the Courts, of course,  
 Contracts that contravene it won't enforce.

4 H.L.C. 1.

## 15

ATHEISM. CHRISTIANITY A  
 PART OF THE LAW OF ENGLAND.

*Milbourne*, who said he'd let a room,  
 Where *Cowan* was to spout  
 'Gainst Christianity, refused  
 His pact to carry out.  
 Then *Cowan* sued, but *Milbourne* won—  
 The Judges took this stand—  
 " This contract's void, against the law  
 Made for a Christian land."

L.R. 2, Ex. 230.  
 36 L.J., Ex. 124.

## 16

## CONTRACTS IN RESTRAINT OF MARRIAGE.

The policy of law forbids  
 Such contracts as restrain  
 A man or maid from marriage : this  
 From *Lowe v. Peers* is plain.  
 If the restraint's a *partial* one,  
 Some cases you will find  
 Wherein the law will still allow  
 Such covenants to bind.

4 Burr. 2225.  
 Wilmot 364.

## 17

## BREACH OF PROMISE.

The verdict for defendant was  
 When *Atchison* sued *Baker*,  
 Because she wouldn't marry him,  
 Though willing he to take her.  
 The Court said " *Your condition's changed*,  
 She's quite right to refuse,  
 'Twould be a most unhappy case  
 If we upheld your views."  
*Note*—The defendant's not allowed  
 Himself to thus disparage,  
 And cancel his engagement for  
 The contemplated marriage.  
 "Observe the lady's wish, she may  
 In widow's weeds delight,"  
 This you may see on looking up  
 The case of *Hall and Wright*.

Peake Add. Ca. 103.  
 E. B. & E. 746.

## 18

ALTERATION OF TERMS BETWEEN DEBTOR  
AND CREDITOR RELEASES SURETY.

If A for B a surety is  
 (See *Whitcher* versus *Hall*),  
 If B and C have changed their terms,  
*A isn't bound at all*,  
 Although perhaps in point of fact  
 It really mayn't affect him.  
 Such is the law, and thus it seems  
 All zealous to protect him.

5 B. and C. 269.  
 8 D. and R. 22.



## 19

## PENALTIES AND LIQUIDATED DAMAGES.

Look *Kemble* versus *Farron* up,  
Wherein discussed you'll see,  
How liquidated damages  
Differ from penalty.

6 Bing. 141.  
3 M. and P. 425.

## 20

## MASTER AND SERVANT—DISMISSAL.

Servant—sick mother—leave refused.  
Went—sacked—Instructions—Case on.  
“ Lawful command she disobeyed,  
Judgment for *Mr. Mason*. ”  
Moral misconduct, can't do work,  
To business inattention,  
Claims partnership—Defences good,  
Which several cases mention.

14 M. & W. 112.

## 21

STATUTE OF LIMITATIONS—  
ACKNOWLEDGMENT, ETC.

A simple debt that isn't paid  
For full six years, is “ barred.”  
The Statute says, though creditors  
May think it rather hard.  
*Written acknowledgment that's signed,*  
*Or payment of a part,*  
The time already passed annuls—  
See *Tanner* versus *Smart*.

6 B. & C. 603.  
9 D. & R. 549.

## TENDER.

Pay money into Court if you'd  
 A plea of "tender" render  
 Effectual, and also *note*  
 How you should render tender.  
*Subject to no condition you*  
*Must at the time produce*  
*The proper cash* : or, as defence.  
 Your tender plea's no use.  
 To find authority for this  
 All careful students look  
 At *Bingham One*, page 2, 5, 3,  
 The case of *Finch v. Brook*.  
*Note* silver up to forty "bob"  
 You may as tender render,  
 In pence not more than twelve at once  
 Will valid render tender.

1 Bing. N.C. 253.  
 2 Scott 511.

## PRESUMPTION OF DEATH.

A friend's absence unheard of may rouse  
 your worst fears,  
 But you can't call him dead until full 7  
 years.  
 Cite *Nepcan v. Doe*, and the law fully state,  
 Which presumes that he died, but on no  
 certain date.

2 M. & W. 894.  
 5 B. & Ad. 86.

## 24

## ESTOPPEL.

A lady for bigamy once was indicted,  
 The *Duchess of Kingston*, the facts are  
 well known  
 In this case the chief rules of Estoppel are  
 cited,  
 In judgments which have not been since  
 overthrown.

Bul : N.P. 244.

## 25

## “TRESPASS” AND “CASE.”

In *Scott v. Shepherd* read the law  
 On “trespass” and on “case” ;  
 A lighted squib by Shepherd thrown,  
 Burst in the plaintiff’s face ;  
 Although it passed from hand to hand,  
 The Court was fain to say—  
 “ Who threw it first must be compelled  
 The damages to pay.”

2 W. Bl. : 892.

## 26 (Cf. 96.)

## SIC UTERE TUO UT ALIENUM NON LAEDAS.

*Fletcher v. Rylands* is the case  
 One cites on owner’s duty *re*  
 His land *ut alienum non*  
*Laedus tuo sic utere.*

L. R. 1 Ex. 265.

## 27

## HEARSAY EVIDENCE.

Few questions touching private rights  
 By *hearsay* are supported,  
 As *Didsbury v. Thomas* shews,  
 In 14 East. reported.  
 The evidence they tried to give  
 Was that of "reputation".  
*Held* inadmissible, although  
 They *spoke* of occupation.

14 East, 323.  
 12 R.R. 533.

## 28

LORD'S DAY—SEVERAL ACTS ON SAME  
DAY CONSTITUTING ONE OFFENCE.

*Crepps*, baker, sold a lot of rolls,  
 All on a Sabbath Day,  
 And in *four several cases* he  
 Was ordered fines to pay  
 He then "in trespass" sued the Bench  
 (*Durden et al.* defended).  
 The Court held *twas but one offence*,  
 The case for plaintiff ended.

Cowp. 640.

## 29

ACTION FOR BREACH OF CONTRACT  
BEFORE TIME FOR FULFILMENT.

Though the terms of the contract the future  
 embrace  
 For performance, you'll find you may have  
 a good case,  
 For a previous breach ; see, to shew that  
 you're right,  
*Hochster v. De La Tour*, also *Frost* versus  
*Knight*.

2 E. and B. 678.  
 22 L.J.Q.B. 455.  
 L.R. 7, Ex. 111.

## 30

COMPETENCY OF WITNESS  
TO TAKE OATH.

*Omichund* versus *Barker's* the case one  
receives  
To admit as a witness the man who believes  
That his God in this life will requite him  
for sin,  
" Will requite him hereafter " late cases  
decide  
(Statutes now, 'stead of oaths declarations  
provide.)

Willes 550.  
Cl. also 14 Q. B.D. 667.

## 31

MEASURE OF DAMAGES  
IN CONTRACT.

The case where *Hadley* sued one *Baxendale*  
The lawyer cites, the student should not fail  
To read, for this to damages applies  
In actions that *from breach of contract* rise.  
In *Ebbets* versus *Conquest* we can trace  
The Judges followed and approved this case.

9 Ex. 341.  
1895 (2) Ch. 377.

## 32

MEASURE OF DAMAGES IN  
ACTIONS ON TORT.

*Vicars v. Wilcox*, *Lumley* versus *Gye*,  
You'll quote however, as authority,  
For estimating damages of different sort,  
Such as arise in actions laid *in tort*.

8 East 1.  
22 L.J.Q.B. 463.

## 33

UNAUTHORISED ALTERATION OF BILL  
OF EXCHANGE AFTER ACCEPTANCE.  
THE LIKE AS TO A PROMISSORY NOTE.

*Four Term Reports three twenty read,*  
*(Miller by Master's sued),*  
Wherein the law of altered Bills  
Is carefully reviewed.  
And *Aldous* versus *Cornwell*, too  
(See *Pigot's* case), you quote,  
Which teaches of like dealings with  
A promissory note.

4 T.R. 320.  
L.R., 3 Q.B. 575.  
11 Rep. fol. 27 A.

## 34

## PARTNERSHIP.

What makes a partnership ? You'll score  
a trick man,  
By reading *Waugh v. Carver*, *Cox v. Hickmann*.

2 H. Bl. 235.  
8 H.L.C. 268.

## 35

## NOTICE OF DISHONOR OF BILL.

If, at the time a party draws a Bill,  
His assets in the drawee's hands are *nil*,  
When it's dishonored *you need give no notice.*  
*Bolman ats Bickerdike* the case you quote is.

1 T.R. 405.

## 36

## QUANTUM MERUIT.

If special contract unperformed should stand,  
The law requires you to stay your hand  
From taking action. Yet you will not find  
*Cutter v. Powell* in all cases bind.

6 T.R. 320.

## 37

YEARLY TENANCY FROM A LEASE  
VOID BY STATUTE OF FRAUDS.

The law of the Statute of Frauds,  
Makes a leaseholder frequently shaky.  
You can certainly tell  
This from *Rigge* versus *Bell*,  
'Tis the law, too, in *Clayton v. Blakey* ;  
Two cases which shew  
To this limit 'twill go—  
It a year to year tenant may make ye.

5 T.R. 471.

8 T.R. 8.

## 38

PAYMENT OF A SMALLER SUM NO  
SATISFACTION OF A DEBT, THOUGH  
A WORTHLESS ARTICLE MAY BE.

To plead a small payment for a large debt  
is vain,  
A doctrine that's stated in *Cumber v. Wane*.  
While, accepting a part for the whole (it  
seems queer)  
You may still sue the debtor—See *Foakes*  
against *Beer*.

1 Str. 426.

9 A.C. 605.

## 39

## FIXTURES.

Remove *Trade* fixtures and no action lies,  
 In case of *Husbandry* 'tis otherwise.  
 The well-known case of *Elwes* versus *Mawc*  
 Is an authority upon this law.

3 East 38.

## 40

## CY PRES DOCTRINE—

## DEED INOPERATIVE AS A RELEASE

## GOOD AS A COVENANT TO STAND SEIZED.

Though a deed be improperly drawn, yet,  
 they say,  
 You can still carry out its intention *cy près*,  
 By a liberal construction. Authority shew  
 Where *Tranmarr* defended the action of *Roe*.

Willes 632.

## 41

## COVENANTS RUNNING WITH THE LAND.

“What covenants  
 Run with the land?”  
 The better this to understand  
 Read the Report  
 (Its proper place  
 5 Coke 16)  
 Of *Spencer's* case.

5 Coke 16.



## 42

## BAILMENTS.

On various bailments such as "*Commodatum*,"  
 "*Locatio-conductio*," "*Mandatum*,"  
 Or loans to "Uncle" (mostly by the dolts)  
 See *Coggs v. Bernard* (judgment of Lord  
 Holt's),  
 And if on "*skill*" you'd further knowledge get,  
 Read up the case of *Wilson versus Brett*.

2 Ld. Raym. 909.  
 11 M. & W. 113.

## 43

## HIGHWAYS.

'Twas a case of impounding, the pleadings  
 were wrong,  
 The cattle the highway were "*passing along*."  
 Read *Doraston v. Payne*—here are "highways"  
 defined,  
 And the rights of the public by *Heath J.*  
 outlined.

2 H. Bl. 527.

## 44

CONSIDERATION NECESSARY TO  
SUPPORT A PROMISE.

"No promise binds without consideration."  
 You'll say you knew it,  
 Yet re-peruse for further information  
*Lampleigh v. Braithwait*.  
 (If mispronounced, the error you can amply  
 Avoid by citing *Braithwait* sued by *Lampleigh*.)

Hob. 105.

## 45 (Cf. 59)

## INJURIA SINE DAMNO.

A legal wrong (*injuria* of course)  
 Although apart from any *damnum* (loss  
 Or damage) will an action as of right  
 To plaintiff give—see *Ashby* versus *White*.

14, Raym. 938.

## 46

GIFTS IN FRAUD OF CREDITORS  
STATUTES OF ELIZABETH.

On gifts and transfers fraudulent  
 Were passed (the law to leaven)  
 Cap. V of good Queen Bess Thirteen  
 Cap. IV of twenty seven.  
 And certain rules have been laid down  
 These Statutes to define :  
 You'll learn them all by looking up  
 The case of *Mr. Twyne*.

3 Co. 80.

## 47

AGREEMENT UNDER STATUTE OF  
FRAUDS. GUARANTY.

On what should be meant  
 By an agreement  
 The lawyer now nor hesitates nor falters,  
 But cites the leading case of *Wain v. Warlters*  
 "consideration" must be stated,  
 The whole transaction be related,  
 Including "Promise"—But the  
 Statutes say—  
 You'll hear them quoted nearly every day.

5 East 10.

## 48

LIABILITY OF INNKEEPER FOR  
LOSS OF GOODS OF GUEST.

A boniface for loss of goods  
Of guest is not sued daily,  
But if "instructed" you should read  
The case of *Mr. Calye*.  
This having done you must do more,  
Go, delve into the Statute Law.

8 Coke 33.

## 49

STATUTE OF FRAUDS—CONTRACTS NOT  
TO BE PERFORMED WITHIN A YEAR.

"If you'll give me a guinea," said *Compton*,  
"to-day,"  
"On your marriage I'll gladly a thousand  
repay."  
"Done" said *Peter* in glee. Two years  
after he married.  
When he sued for his money, said *Compton*  
"you've tarried"  
"Just a twelvemonth too long; by *the Statute*  
I'm citing  
"You ought to have had an agreement in  
writing."  
*He was wrong*, for the Statute refers, it is  
clear,  
To something which *cannot be done in a year*.

Skin. 353.

## 50

SUA CUIQUE DOMUS TUTISSIMUM  
REFUGIUM.

"An Englishman's house is his castle,"  
A maxim as terse as it's plain.  
In 5 *Coke* 91 is reported  
The case so well known of *Semayne*.  
5 *Coke* 91.

## 51

MARINE INSURANCE—CONCEALMENT  
OF MATERIAL FACTS.

In *Carter versus Boehm & Co.*  
The underwriter sees  
How far material fact concealed  
Vitiates policies,  
What must be told, what need not be  
When still the contract binds.  
1—William Blackstone is the place  
Where all this law he finds.  
1 *Wm. Bl.* 591.  
3 *Burr.* 1905.

## 52

## WAGERING CONTRACTS.

*Higgs* held the stakes when *Diggle* made  
With *Simonite* at walking  
A match, and when the latter won  
*Diggle* began the talking.  
He told *Higgs* not to pay the stakes,  
*Higgs* paid : then *Diggle* sued  
And won his case, wherein the law  
Of wagering's reviewed.

2 *EX. D.* 422.  
46 *L. J.* Eq. 721.

## 53

JOINT TENANCY AND TENANCY  
IN COMMON.

What's tenancy in common, what  
A tenancy that's joint ?  
In *Morley* versus *Bird* you'll get  
The law on either point.

2 Ves. 629.

## 54

## CONTRACTS ON SUNDAY—LIENS.

Your contracts on the Sabbath Day are not  
held so appalling  
If only they are made *extra* your ordinary  
calling,  
They're not illegal then at all, as found by  
Mr. *Scarfe*,  
At whom defendant *Morgan* was entitled to  
a laugh.

4 M. and W. 270.  
1 H. and H. 292.

## 55

FOREIGN ADMIRALTY COURTS—  
ESTOPPEL.

Of foreign Admiralty Courts  
Do not be contumelious ;  
Their judgments, though erroneous, stand—  
See *Hughes* against *Cornelius*.

2 Shower 232.

## 56

ACKNOWLEDGMENT BY ONE OF  
TWO JOINT CONTRACTORS.

Joint contractors, joint debt,  
 Acknowledgment by one  
 Before "The Statute's" run; you'll see  
 What that contractor's done  
 At page 6, 5, 2, Douglas Two  
 In *Whitcombe* versus *Whiting*.  
 (The Act now of *Lord Tenderden*  
 Requires this in writing.)

2 Doug. 652.  
 21 Jac. 1., c 16.  
 9 Geo. IV., c 14, §§ 1-2.  
 (Cf. also 19 and 20 Vic., c 97, § 14).

## 57

## RAILWAYS—NEGLIGENT USE OF FIRE.

The *Taff Vale Railway* sued by *Vaughan*,  
 For burning his plantation  
 By sparks from engines, laughed to scorn  
 His claim. In explanation  
 They proved they had a *right* to use  
 Their engines, and reliance  
 Placed on the fact of using all  
 Precautions known to science.  
 [But when 'tis a *permissive* right  
*Semble* this won't avail :  
 In spite of all, the plaintiff's claims  
 At Common Law prevail.]

4 H. and N. 679.  
 29 L.J. Ex 247.

But see

*Maunsell v. Webb*  
 120 L.T. 360.  
 88 L.J.K.B. 323.

## 58

# NUISANCES FROM RUINOUS PREMISES.

As a stranger perchance you an injury take  
From a building that's out of repair.  
In some cases (two only) the landlord  
you make  
"Ante up"—not the tenant. Beware  
Whom you sue, you should look up to see  
that you're right  
(It's in 9 Common Bench) the case *Todd*  
against *Flight*.

9 C.B. N.S. 377.

## 59

# DAMNUM SINE INJURIA.<sup>A</sup>

*Damnum* alone won't found a claim,  
To plaintiff's satisfaction,  
"Because without *injuria*  
It gives no right of action"  
The student learns, and learns as well,  
By reading up the case, more  
About riparian owners' rights  
In *Richards* sued by *Chasemore*.

7 H.L.C. 349.  
29 L.J. Ex. 81.

## 60

# IMPLIED WARRANTY ON SALE OF GOODS.

A merchant sells "a line" of goods  
That's well known in "the trade."  
He's liable on warranty,  
Though none's expressly made.  
D'ye want authority for this ?—  
For quote a case you must—  
It treats of warranties implied  
The case is *Jones* and *Just*.

L.R. 3 Q.B. 197.  
37 L.J. Q.B. 89.

## 61

## MERE LICENCES REVOCABLE AT WILL.

At Doncaster a *Mr. Wood*  
 A pleasant day expected,  
 But from the course by *Leadbitter*  
 Was forcibly ejected.  
 He'd bought a ticket—you can guess  
 To sue he was provoked.  
*Held*—That *the licence he had bought*  
*Could be at will revoked.*

13 M. and W. 838,  
 14 L.J. EX. 161.

But since the Judicature Act  
 Equity's rules avail  
 If Mr. Wood were plaintiff now  
 'Tis thought he would prevail,  
 The law implying *grant* as well  
 As *Licence*; look up first  
*The Picture Theatres et cetera.*  
 As sued by *Mr. Hurst.*

(1915) 1 K.B. 1.

## 62

WARRANTY MUST BE DURING  
THE TREATY FOR SALE.

Defendant had a horse for sale,  
 And 'ere the auction day,  
 He told the plaintiff he was "sound"  
 (*Hopkins v. Tanqueray*).  
 Hopkins called this a "warranty,"  
 The Court, however, said  
 "It was a previous statement," not  
*Part of the contract made*

15 C.B. 430,  
 23 L.J.C.P. 162.



## 63

SALE OF GOODS NOT IN EXISTENCE  
AT TIME OF SALE.

On sale of chattels which, perhaps, may not  
*in esse* be,

Read up the Act on Sale of Goods, and  
*Griffin* sued by *Lee*.

1 B. & S. 272.  
30 L.J.Q.B. 252.

## 64

SALE OF GOODS OF THE VALUE  
OF £10 AND UPWARDS.

If you contract to sell a man  
Goods worth £10 or more,  
Make purchaser or agent sign  
Memo or note therefor,  
Or else accept and take away  
A part, part payment make,  
Or earnest give—precautions which  
The Statute bids you take.  
The case on this, wherein the law  
You'll find at length reviewed,  
3 D and R two twenty gives  
(Where *Baldey Parker* sued).

2 B. & C. 37.  
3 D. and R. 220.

## 65

## SUPPORT FROM NEIGHBOURING LAND.

Your neighbour's land must yours support  
 If not encumbered with  
 Your house ; the case (it's very short)  
 Read—*Thackerah* sued by *Smith*.  
 " From grant express or grant implied  
 Right to support's accrued "  
 The party damaged quotes the case  
 Where *Dalton Angus* sued.

L.R. 1 C.P. 364.  
 35 L.J.C.P. 276.  
 6 A.C. 740.  
 50 L.J.Q.B.

## 66

## NUISANCES.

Discordant bell  
 Untimely rung  
 Defendant was compelled  
 To silence. This  
 Was the result  
 Of *Soltan v. De Held*.  
 If you'd the law  
 Of nuisance read  
 (And students really must),  
 In 2 Sim. N.  
 S. one three three  
 Or " Shirley " it's discussed.

2 Sim. N.S. 133.  
 21 L.J. Ch. 153.

## 67

## DEFAMATION.

The *Capital and Counties Bank*  
 Were much incensed with *Henty*,  
 Who, they alleged, had libelled them.  
 Only to this extent he  
 Had gone :—By notice circular  
 He to the public stated,  
 He'd not take cheques on any branch  
 To plaintiff's Bank related.  
 " When there are numbers (said *Lord Brett*)  
 " Of good interpretations,  
 " Why take the only one that's bad  
 " To make up defamations ! "

7 A.C. 741.  
 56 L.J.Q.B. 232.

## 68

## ANCIENT LIGHTS.

Per Lord Cranworth :—The Act 2 and 3  
 William Four,  
 Chapter seventy-one has decided  
 (Where amongst other rights  
 It includes " ancient lights ")  
 In its wisdom, and amply provided  
*Not alone for the business you then carry on*  
*Must a light that's sufficient be left you :*  
 You'll defendant restrain  
 ( *Yates v. Jack* makes it plain)  
 If of *part of your light* he's bereft you.

L.R. 1 Ch. 295.  
 14 L.T. 151.

Though preserving intact rights already enured  
 No prescription to light or to air is secured  
 Since our Act : You may grant it by deed it  
 appears  
 But the limit of " access " is 21 years.

((W. A.) 1 & 2 Ed. VII. No. 29.)

## 69

MALICIOUS PROSECUTION  
AND FALSE IMPRISONMENT.

On Malicious Prosecution  
And on False Incarceration,  
From *Lister* versus *Perryman*  
We derive much information.  
(1) What facts the plaintiff has to prove  
Late cases have defined,  
As well as (3) what the Judge decides  
On (2) what the Jury find.

L.R. 4, H.L. 521.  
39 L.J. EX. 177.

## 70

## TROVER—RIGHT TO POSSESSION.

In *Armory* v. *Delamirie* you'll discover  
(1) Who has the right to sue in case of trover  
(2) What loss by servant master must make  
good  
(3) By "things converted" *best* are  
understood  
Unless the wrongful holder hands them  
over.

1 Strange 504.

## 71

ILLEGALITY OF CONSIDERATION  
PLEADED TO ACTION ON BOND.

*Collins* v. *Blantern* shews that illegality  
Of the consideration is a valid plea,  
Although the action's on a specialty.

2 Wils. 341.

## 72

## CONTRACTS IN RESTRAINT OF TRADE.

On contracts in restraint of trade  
 The law has much to say ;  
 Look *Mitchell* versus *Reynolds* up,  
 And *Mallan* versus *May*.

1 P. Wms. 131.  
 11 M. and W. 653.

## 73

## DISTRESS FOR RENT.

*Simpson v. Hartopp* deals with distress for  
 rents :  
 And, as to this, *note*—of *trade implements*—  
*If, at the time, the debtor should be using them,*  
 Upon distraint he runs no risk of losing  
 them.  
*They're quite exempt if creditor can get*  
*Sufficient otherwise to pay the debt*

4 T.R. 568.

## 74

BANK NOTES—PROPERTY IN  
NEGOTIABLE INSTRUMENTS.

A thief to a bank note, that's equal to pelf,  
 Can make a good title though none's in  
 himself ;  
 You can read about this if you look up the  
 case,  
*One Burr. four five two* (Sub tit. *Miller v.*  
*Race*).  
 In Law Reports Exchequer 10, *Misa* by  
*Currie's* sued  
 A recent case, wherein the law is care-  
 fully reviewed  
 On subject vast (be sure it is)  
 Negotiable securities.

1 Burr. 452.  
 L.R. 10 EX. 152.

## 75

## EMBLEMENTS—LOCAL CUSTOM.

On emblements a great authority  
 In *Wigglesworth v. Dallison* we see,  
 That local custom will prevail is very clear,  
 Should no repugnancy within the lease appear.

Doug. 204.

## 76

LEASE BY MORTGAGOR—  
EJECTMENT BY MORTGAGEE.

A mortgagor loses his power to make leases,  
 Since, at law, as you know, his ownership  
 ceases.

Upon the attempt  
 Disaster will fall,  
 As you'll see if you read  
 Up the case *Kecch* and *Hall*.

Doug. 21.

## 77

MORTGAGEE'S RIGHTS TO RENT ON  
PRE-EXISTING LEASES.

As to rents in arrear  
 On leases existing,  
 The mortgagee's claim  
 There's no use in resisting ;  
 The judgment you'll find  
 That protects him from loss  
 Was delivered in *Gallimore*  
 At suit of *Moss*.

Doug. 279.

## 78

TORTS COMMITTED AND CONTRACTS  
MADE ABROAD.

Of *Fabrigas* and *Mostyn*  
 The notable feature  
 Is actions of local  
 And transitory nature.  
 For a tort to your person or chattels you sue  
 Where you catch your defendant. Provided  
     that you  
 Shew a tort by the law of the place of  
     your action  
 And a *wrong* where 'twas done you will get  
     satisfaction,  
 But for torts to your land, to the *situs*  
     repair,  
 International Law says you must proceed  
     there.

Cowp. 161.

## 79

## STOPPAGE IN TRANSITU.

*Lickbarrow v. Mason's*  
 On stoppage *in transitu* :  
 Consignor may stop cargo  
 Before skipper hands it to  
 The person who's named as first consignee,  
 If he's in a state of insolvency.  
 But should *he* have assigned it for value  
     before,  
 The right has departed, accruing no more.

2 T.R. 63.  
 1H. Bl. 683.

## 80

COVENANT NOT TO ALIEN  
WITHOUT LICENCE—WAIVER  
OF FORFEITURE.

In *Dumpor's case* a doctrine strange was seen  
Where tenant bargained not to alien  
Except by leave ; if leave were once extended  
The lessor's rights upon that point were ended,  
The tenant did not need to ask again  
Till Parliament to change the law was fain.

4 Coke. 119.

## 81

## LIBEL AND SLANDER.

On libellous writing  
Or slanderous word  
Let the case of *I'anson*  
v. *Stuart* be heard.  
To defend, in an action by one you have  
"slated,"  
There must be particular instances  
stated.

1 T. R. 748.

## 82

## TRESPASS AB INITIO.

Ye carpenters six, ye were good at your trade,  
In the Court it was found that your *case*  
was well made.  
'Twas *plain* you intended the landlord to *chisel*  
Yet his action for trespass went out with a  
fizzle.  
You were thankful, no doubt, so to you is  
the Law,  
You gave it the *handle* for more than one  
*saw*.

8 Coke. 146.



## 83

NO CONTRIBUTION BETWEEN  
JOINT TORT-FEASORS.

*In contract* the Law has no wish to gainsay  
 What between two defendants is called  
     contribution,  
 So if one has the whole of the damage to  
     pay,  
 The other for *his* share must make restitu-  
     tion.  
*Merryweather v. Nixan* declares that *in tort*  
 The Law will not sanction a rule of this  
     sort.

8 T.R. 186.

## 84

## HUSBAND AND WIFE.

There are cases that furnish direct infor-  
     mation,  
 As to when "Pa" must answer "Mamma's"  
     obligation ;  
 Where *Benedict's* by *Seaton* sued,  
 Also by *Montague* ;  
 While *Manby* versus *Scott* the rule.  
 The main rule, has in view.

1 Sid. 109.  
 3 B. and C. 631.  
 5 Bing. 28.

## 85

STATUTE OF FRAUDS—  
INTEREST IN LAND.

One *Wadsworth* had a field of grass  
Which *Crosby* much desired,  
And said he'd buy ; but failed to do  
That which the law required.  
The grass was sold. In course of time  
C. sued on contract broken.  
The Court said "*Contracts as to land  
Must written be, not spoken.*"

6 East, 602,  
5 Smith 559.

## 86

MERE MORAL CONSIDERATION  
INSUFFICIENT TO SUPPORT A PROMISE.

Consideration that depends  
Solely upon morality  
Suffers—a promise to support—  
By ineffectuality.  
As precedent for this receive  
(8 Q.B.) *Beaumont* versus *Reeve*.

8 Q.B. 483.  
15 L.J.Q.B. 141.

## 87

ACCEPTANCE UNDER SALE  
OF GOODS ACT.

On the Sale of Goods Act  
And the Statute of Frauds,  
Many cases you'll read,  
Many varied awards.  
The cases which shew  
When there must be by law  
As to goods of the value  
Of ten pounds or more,  
A *de facto* receipt,  
Not *acceptance* alone,  
Are *Fitzgerald* ats. *Tempest*.  
And *Elmore v. Stone*.

3 B. & A. 680.  
1 Taunt. 458.

## 88

ORAL EVIDENCE.  
CONTRACTS RESPECTING LAND.

That no evidence parol the Judges will hear  
(They may, though, to *totally waive it*),  
To *vary* a contract in writing, is clear  
From the judgment (read Denman who  
gave it),  
In a case where *Lord Nugent* was sued by  
one *Goss*  
(Oral waiver—Land—Title)—On *Goss* was  
the loss.

5 B. & Ad. 58.  
2 N. & M. 28.

CONTRACT CONTAINED IN SEVERAL  
DOCUMENTS--ORAL EVIDENCE  
INADMISSIBLE TO CONNECT THEM.

Where you glean the terms of contract from  
more documents than one,  
You must connect them, but it can't by oral  
evidence be done.  
See East Eleven, one four one, the case  
where *Mr. Drummond*  
(*In re Shakesperian Pictures*) was by *Mr.*  
*Boydell* summoned.

11 East 141.  
2 Camp. 157.

CONTRACT OF FIRE INSURANCE MERELY  
A CONTRACT OF INDEMNITY.

Insurances on life do not  
Resemble those on fire ;  
The total sum for which your life's  
Insured your heirs require.  
Not so in fire risks, which form  
But an indemnity,  
In *Darrell* versus *Tibbits* read  
(Five nought, L. J. Q. B.)

5 Q.B.D. 560.,  
50 L.J.Q.B. 33.

## 91

DELIVERY OR DEED OR INSTRUMENT  
NECESSARY TO A GIFT.

His father to young *Irons* once a pair of  
 horses gave,  
*He did'nt take the horses then* (perhaps  
 expense to save),  
 But left them there, until, alas, his father  
 passed away.  
*He could nt get the horses then*, for, so the  
 Judges say,  
 There was *no instrument of gift, no deed, no gift*  
*completed* ;  
 So *Irons* in his action against *Smallpiece* was  
 defeated. \*

3 B. and Ald. 551.

## 92

ADEQUACY OF CONSIDERATION  
NOT REGARDED.

The Law does not require that  
 What's called " consideration " "  
 Shall to the promise it supports  
 Bear adequate relation.  
 Read up the case of *Thornborow*  
 Who tried to get possession  
 From *Whitacre* of rye, paid in  
 Geometrical progression.

2 Id. Raym. 1164.

## PASSENGERS' LUGGAGE.

Versus *Great Western Railway Co.*  
*A Mrs. Bunch* took action,  
 Because they didn't treat her goods  
 Quite to her satisfaction.  
 Her Gladstone bag a porter took  
 And lost—to her dismay.  
 The Court said "Railway's liable  
*As carriers to pay.*"

13 A.C. 31.  
 57 L.J.Q.B. 361.

## PRIVILEGED COMMUNICATIONS.

Some statements may be "privileged,"  
 To learn how, when, and where.  
 Refer to Mr. Shirley's book :—  
 You'll find collected there  
 The cases every student reads  
 This question vast upon.  
 The first—to put you on the track—  
*Is Bush* ats. *Harrison.*

5 E. and B. 344.  
 25 L.J.Q.B. 25.

## 95

## PRIVITY IN TORT.—

## FRAUDULENT WARRANTY.

In an action for *tort* mostly *privity's* needed,  
But a noted exception's where *Laugridge*  
succeeded

In a case against *Lery*. The plaintiff was son  
Of a sportsman who purchased a Brummagem  
gun

*Guaranteed by Defendant*. It burst, he was  
maimed,

And, although not the purchaser, damages  
claimed.

46 L.J., Eq. 174.

## 96 (See 26.)

## VIS MAJOR PLEADED TO ACTIONS IN TORT.

But if *vis major* as a plea  
Your legal fancy tickles,  
In L.R. 2 Ex. D. page 1,  
Read *Marsland* sued by *Nicholls*.

46 L.J., Ex. 174.  
L.R. 2 Ex. D. 1.

## 97

## CONTRIBUTORY NEGLIGENCE.

In *Butterfield v. Forrester*,  
In *Davies versus Maun*,  
You'll find laid down, how far, in tort,  
You spoil the plaintiff's plan  
By shewing that the injury  
Which he'd in Court repair,  
Need not have happened, had he shewn  
Just *reasonable* care.

11 East 60,  
10 M. and W. 546.

## SEDUCTION.

The action for seduction  
 Is on a fiction based ;  
 The father of the minor's *in*  
*Loco magistri* placed.  
 And so he founds his right to sue  
 The loss of service on,  
 See (*Law Reports at 3 Queen's Bench*),  
*Terry v. Hutchinson.*

L.R. 3, Q.B. 599.  
 37 L.J.Q.B. 257.

You need not now allege nor prove  
 That service as a fact,  
 Nor prove your " loss of service " since  
 The one nine nought six Act  
 (In W. A. *bien entendu*,  
 The same holds in New Zealand too.)

(W.A. 6 Ed., VII no. 28 s. 49.)

SERVANT SUING MASTER FOR INJURY  
RECEIVED DURING SERVICE.

Both *Priestly* versus *Fowler*  
 And *Mellors* versus *Shaw*,  
 And cases where two servants once  
 In motion set the law.  
 In vain sued *Priestly*. *Held* that he  
*Well knew the risk he ran*,  
 So didn't win, the Court declared :  
 Not so the other man.  
*The mine unsafe Defendants knew*,  
 His suit was not amiss.  
*They didn't warn him of it*, so  
 His ignorance was bliss.

3 M. & W. 1.  
 M. & H. 305.  
 30 L.J.Q.B. 333.



## 100

RECOVERY OF MONEY PAID UNDER  
COMPULSION OF OR MISTAKE IN  
LAW OR FACT.

See *Marriott v. Hampton* if you'd learn  
When you may fairly hope for a return  
Of moneys paid. If *through mistake in law*,  
(Which we are told "has neither fault nor  
flaw")  
Or *forced by legal process* you disburse,  
You'll have, I fear, to suffer this reverse.  
But *if some fact material you've mistaken*,  
In general your action's rightly taken,  
For, says the Law, "there's no consideration."

7 T.R. 268.  
2 Esp. 546.

## 101

## FRAUD—DECEITFUL REPRESENTATIONS.

For law of warranty, and actions of deceit,  
go see, man,  
The cases *Chandelor ats. Lopus, Pasley*  
versus *Freeman*

2 Coke 2.  
3 T.R. 51.

## 102

LIFE INSURANCE NOT A MERE  
CONTRACT OF INDEMNITY.  
INSURABLE INTEREST.

*Dalby v. India Life Insurance Co.*  
Doth overrule *Goodsall* and *Boldero*.  
Doubts on life policies it sets at rest ;  
And on this point see *Hebdon v. West*.

13 C.B. 365.  
9 East 72.

## 103

EVIDENCE.

DECLARATIONS CONTRARY TO INTEREST.

ENTRIES, IN COURSE OF BUSINESS, OF  
PERSONS SINCE DECEASED.

In *Higham* versus *Ridgway*, *Price* versus  
*Torrington*,  
The trick of getting *secondary evidence* is  
done.

10 East 109.  
1 Salk; 285.

## 104

FACTOR SELLING FOR UNDISCLOSED  
PRINCIPAL. BUYER'S RIGHT TO  
SET OFF DEBT.

The buyer from a factor  
Who sells goods as his own,  
May, as against the principal, .  
At time of sale unknown,  
(See *George v. Clagett*), use the debt of  
The factor to himself as set off.

7 T.R. 359.

## 105

AGENCY. UNDISCLOSED PRINCIPAL.

There are three important cases on the law  
of agency,  
Where the agent buys but does not tell on  
whose authority.  
*Gandasequi* sued by *Addison* and *Paterson* also  
Much light upon a subject that looks difficult  
will throw ;  
Nor should you fail to make yourself, in  
matters of this sort,  
Acquainted with the judgment in *Thomson* ats.  
*Davenport*.

1 Taunt. 574.  
9 B. & C. 78.  
15 East. 62.

## 106

## CONTRACT OF SALE.

The property passes when nothing  
 Is left for the vendor to do,  
 And vests in the purchaser: *Tarling*  
*v. Baxter's* the case to review.  
 And *Morrice* ats. *Acraman* teaches  
 No title the purchaser's won  
 To the goods, if, *ex parte* the seller,  
 There is something still left to be done.

6 B. & C. 360.  
 8 C.B. 449.

## 107

## AVERAGE.

When goods are ' jettisoned ' in case of  
 need  
 To save the ship and cargo,  
 Their owner doesn't lose outright,  
 For precedents so far go  
 As to decide that loss is borne  
 By all, and none may cavil.  
 Look up the " General Average " rule  
 In *Whitecross Co. v. Savill*.

4 Q.B.D. 653.

## 108

## DEVIATION.

The "Olympias," owned by a party  
 named *Stamp*,  
 With a cargo of one *Scaramanga*,  
 Went out of her way.  
 To do towage, they say,  
 And was lost, which excited the anger  
 Of plaintiff. 'Twas held  
 Stamp was never compelled  
 To save *cargo* to make deviation,  
 "Tho' if *life* were at stake  
 'Twould a difference make"  
 Said the Law—Hence the plaintiff's  
 elation.

5 C.P.D. 295.

## 109

## "PROPER VICE."

- (1.) When the Act of God spoils  
 Or destroys what you carry.
- (2.) When (our country at war)  
 The King's enemies harry.  
 You don't as a Carrier Common  
 make good  
 As Insurer the loss that you other-  
 wise would,  
 While another excuse you may  
 seize in a trice  
 Is "defect in the goods" (or their own  
 "proper vice")  
 Such a plea, well supported, will  
 plaintiff's hopes lower.  
 (See *Great Western Railway* at suit  
 of one *Blower*).

L. R. 7 C.P. 655.

## 110

## “RESPONDEAT SUPERIOR.”

One *Limpus*, by the Court's decision  
 (Resulting from a 'bus collision,)
   
   Had the enjoyment  
 Of making the Defendant pay  
 For *tort of servant in the way*  
   *Of his employment.*

32 L.J. Ex. 34.

## 111

PRESUMPTION OF FITNESS ETC.  
OF FURNISHED HOUSE.

If *Smith* demises furnished house,  
 He's taken to imply  
 The house is reasonably fit  
 For man to occupy.  
 So *Lady Marrable* was right  
 A tenement to quit  
 Where "Norfolk Howards" to and fro  
 In thousands used to flit.  
 This principle of *guaranty*  
   *Implied's* affirmed, it's that on  
 Which (2 Ex. : Div. : three thirty six)  
 Rests *Wilson v. Finch Hatton*.

11 M. and W. 5.  
2 Ex. : Di. 336.

## 112

## CONTRIBUTORY NEGLIGENCE.

Plea of contributory negligence in vain  
   was heard in  
 The case of damage to a child, 1 Q.B., *Lynch*  
   *v. Nurdin*.

1 Q.B. 29.  
10 L.J.Q.B. 73.

## 113

## ESTOPPEL.

A question " the other side's " counsel may raise  
 Is estoppel (by record, by deed, or in pais)  
 " An excellent learning and curious too "  
 By Lord Coke we are told ; it's advisable you  
 Should peruse the reports where such learning  
 appears.

They are *Bowman v. Taylor*, and *Pickard v.*  
*Scars*.

2 A. & E. 278.  
 4 L.J.Q.B. 58.  
 6 A. & E. 469.  
 2 N. & P. 488.

## 114

## CONVERSION.

The good ship " John Brooks " of a merchant,  
                   one Hilbury,  
 Put off from the docks (was it Plymouth  
                   or Tilbury ?)  
 With a cargo for X. She was stranded,  
                   X. sold  
 Her to T. (*Hatton's* agent). Though Hatton  
                   when told  
 " Circumspectly advised," He'd converted :  
                   'twas that on  
 Which *Hilbury* rightly " recovered " from  
                   *Hatton*.

2 H. & C. 822.  
 33 L.J. Ex. 190.

## 115

AGENT EXCEEDING AUTHORITY LIABLE  
IN CONTRACT.

Dunn Gardner's farm an agent, *Wright*,  
 Unauthorised demises  
 To *Collen*: Collen enters, then  
 An obstacle arises.  
*Gardner won't execute a lease*,  
 Action in contract lies,  
 And the estate of Wright deceased  
 The judgment satisfies.

8 E. & B. 647,  
 27 L.J.Q.B. 213.

## 116

## TORTS WHICH ARE ALSO CRIMES.

Torts which are also crimes supply  
 Rules not disputed.  
 You've civil remedy, but not before  
 You've prosecuted.  
 Where *Wells* off Mr. *Abrahams*  
 To score was found,  
 'Twas held "to try the issues joined  
 The Judge was bound."  
 You'll find the case (four one L.J.)  
 The rule define,  
 A case of felony (*Wellock*  
*v. Constantine*.)  
 Where (*Smith v. Selwyn*) Civil suit's  
 Commenced, there's this solution  
 "The Court should stay proceedings till  
 After the prosecution."

41 L.J.Q.B. 306.  
 3 H. & C. 146.  
 (1914) 3 K.B.D. 98.

## 117

## PROXIMATE CAUSE.

You've read of *Scott* who threw a squib,  
 Now read of *Powell's* man  
 Who sent some water down the street  
 While washing down a van.  
 This water could not get away  
 ('Twas weather fit for skating)  
 Because no outlet it could find  
 Since frozen was the grating.  
 When *Sharp's* *Bucephalus* came down  
 And hurt himself, Sharp's action  
 'Gainst *Powell* quickly following  
 Gave Sharp no satisfaction.  
 " *Proximate Cause* " you'll see discussed  
 Four, one, L. J. C.P.  
 Where *Powell* legally escaped  
 responsibility.

L. R. 7 C.P. 253.  
 41 L.J.C.P. 95.

## 118

PRINCIPAL'S LIABILITY FOR  
AGENT'S FRAUD.

A *Bank* (the *English Joint Stock*)  
 By Mr *Barwick* sued  
 Provides a case where Agent's fraud  
 Is carefully reviewed  
 It shews how Principals who gain  
 By erring Agents' acts,  
 In course of service, have to pay,  
 It also shows what facts  
 Need not be proved—of " Privity,"  
 Or of " Express command."  
 In 36 Law Journal Ex :  
 It's ready to your hand.

36 L.J. Ex : 147.  
 L.R. 2 Ex : 259.



## 119

## WARRANTIES AND REPRESENTATIONS.

*Behn* said his good ship “*Martaban*”  
 Lay in a certain Port  
 The Chart’rer *Burness* found that she  
 Did nothing of the sort.  
 What force such statements have in law  
 To be familiar with  
 Look up page seven fifty one  
 Vol. three of Best and Smith.

3 B. & S. 751.  
 32 L.J.Q.B. 204.

## 120

## ASSIGNMENT OF CHOSSES IN ACTION.

How choses in Action are assigned  
 By Statute, how before  
 The Judicature Act was passed,  
 Is interesting law.  
 The leading case upon the point  
 To which you will refer  
 Was heard in 1878—  
 It’s *Brice v. Bannister*.

3 Q.B.D. 569.  
 47 L.J.Q.B. 722.

## 121

## EXTENT OF AGENTS' AUTHORITY.

How far an Agent's acts to bind  
 His principal will go  
 Is shewn where *Cox* (a surgeon) sued  
 The *Midland Railway Co.*  
 The local surgeon asked for Cox  
 (Cox came to amputate)  
 The Station Master sent for him,  
 But sadly to relate  
 The Court said (in an action brought  
 For that great surgeon's fee)  
 No power had servant to create  
 Defts' liability.

3 Exch. 268.  
 18 L.J. EX. 65.

## 122

## TRAINS BEHIND TIME &amp;C.

Suppose you've paid your Railway fare  
 From X, through Y, to Z.  
 And find on reaching Y, no train  
 As the time table said,  
 Have you a right of action for  
 The damage you've sustained ?  
 5 E & B eight sixty shows  
*Denton* a judgment gained  
 Against the *G. N. Railway Co.*  
 Whose time tables misled  
 And made them liable, for they  
 "A contract formed " 'twas said.

5 E. & B.  
 25 L.J.Q.B. 129.

## 123

## TRAINS BEHIND TIME, &amp;C.

*Le Blanche* set out from Liverpool  
 And had to change at Leeds  
 Into another Comp'ny's train  
 Which (the time table reads)  
 Would start off at a certain time  
 And satisfy his needs.  
 The first was late and left him there :  
 He grew impatient then  
 And took a special on, this most  
 Extravagant of men.  
 The *London & North Western Co.*  
 Whose train had run so late  
 He tried to saddle with the cost—  
 In vain, I must relate.

L.R. 1 C.P.D. 286.  
 45 L.J.C.P. 521.

## 124

POSITION OF PLAINTIFF IN REGARD TO  
DEFENDANT'S NEGLIGENCE.

Defendant negligent has been,  
 How does the plaintiff stand  
 Who has received an injury  
 On some one else's land  
 Where " *Trespasser* " or " *Licensee* ?"  
 Pray recollect the names  
 Of Plaintiff and Defendant, who  
 Were *Indermaur* and *Dames*.

L.R. 2 C.P. 311.  
 36 L.J.C.P. 181.

## 125

## COUNTY SURVEYORS.

*Penson*, County surveyor of bridges, in tort  
 Was once sued by the plaintiff *Mackinnon*  
 who thought  
 He could damages get, since a bridge unrepaired  
 Caused him injury, see now how badly he  
 fared.  
 It's in 23 Law Journal Magistrate's Cases  
 Or Exchequer, or Shirley or—various places.

9 Exch. : 609.  
 23 L.J.M.C. 97.

## 126

## IMPLIED WARRANTY OF TITLE.

*Attenborough* lent money on terms rather sharp  
 To a man (who had hired it) pawning a harp.  
 Unredeemed, it was sold to the plaintiff, one  
*Morley*  
 When the owners regained it (see *Bagueley v.*  
*Hawley*)  
*Morley* sued the pawnbroker, but could not  
 prevail.  
 When a personal chattel's the subject of sale  
 Seller does not impliedly warrant the fact  
 Of his title—But see now the Sale of Goods Act.

3 Ex. 500, 18 L.J. 148.  
 L.R. 2 C.P. 625, 36 L.J.C.P. 328.

## 127

## LAND CARRIERS ACT.

When Mr. *Morrill* passenger  
 On the *North Eastern* line  
 Had pictures overcarried, spoilt,  
 He thought his case was fine.  
 See how the Carrier's Act protects  
 In cases of this sort  
 To *Morrill*'s very deep regret  
 That action he had brought.

1 Q.B.D. 302.  
 45 L.J.Q.B. 289.

## 128

## SPECIAL CONTRACTS WITH CARRIERS.

Conditions just and reasonable ?  
 Was special contract signed ?  
 In *Peek* against *North Staffordshire*  
*R. Company* you'll find,  
 When with a carrier special terms  
 Are made, and see what kind  
 Of contract you can fairly make  
 And what conditions bind.

10 H. L.C. 443.  
 32 L.J.Q.B. 241.

## 129

## RESPONDEAT SUPERIOR.

*Respondeat superior's* a maxim often quoted.  
*Poulton v. London & South Western Railway*  
 Co. is noted :  
 He brought a horse from Salisbury show,  
 Defendant's Station Master  
 Had him arrested "Horses' fare not paid :"  
 then came disaster,  
 Court held if Comp'ny had no right to have  
 him apprehended  
 Still less their servant had implied authority  
 extended.  
 His suit for false imprisonment went out—the  
 the point so taken—  
 And Poulton's confidence in Law was very  
 rudely shaken.

L.R. 2 Q.B. 534.  
 36 L.J.Q.B. 294.

## 130

EMPLOYER OF CONTRACTOR NOT  
GENERALLY LIABLE FOR  
CONTRACTOR'S NEGLIGENCE.

In their own carriage, Jehu (hired)  
Drove out the Misses *Burnett*,  
Who had to pay for injuries  
To *Quarman* ! You may learn it  
In *Jurist* 4 page nine six nine,  
And please be most observant,  
Although he wore their livery  
Kemp wasn't held their servant.

6 M. A. W. 499,  
4 Jur. 969.

## 131

CARRIERS OF PASSENGERS.

That carriers of passengers  
Are not insurers (taking  
Of course due care in every case  
Nor rule of duty breaking)  
You'll learn by reading *Redhead's* case  
'Gainst *Midland Railway Co.*  
Wherein against the injured man  
The judgment had to go.  
The costs poor *Redhead* had to pay,  
This doubtless he resented  
The more that in the Court below  
One judge (*Blackburn*) dissented.

L. R. 4 Q. B. 379,  
38 L.J.Q. B. 169.

## 132

LIABILITY OF CONTRACTING  
COMPANY FOR NEGLIGENCE OF  
SECOND COMPANY.

You'll see in *Rhymney Railway Co.*  
How plaintiff *Thomas* scored  
In damages to compensate  
For injuries endured.  
He'd a through ticket for a trip  
(Issued by them in fine)  
It mattered not part of that trip  
Was on another line.

L. R. 6 Q. B. 266,  
40 L. J. Q. B. 89.

## 133

RETURN OF PREMIUM.

When premiums of Insurance can  
Or cannot be recovered  
May in the *Tyrie-Fletcher* case  
Be easily discovered.  
It shews that when no risk is run  
The premium is returned,  
When it has started—Oh ! this law  
In Shirley's quickly learned.

Cowp. 668.

## 134

## NON-LIABILITY OF EMPLOYERS OF CONTRACTORS.

The London & Nor'Western line constructed  
*per contractor*  
 A line from Leeds to Dewsbury (2 miles, to be  
 exacter)  
 One of whose workmen's carelessness displaced  
 a stone which ended  
 The life of Reddie passing by. The suit was  
 well defended.  
 The Court held that the Company was not  
 the man's employers  
 So Mrs. *Reddie* (plaintiff) paid the costs of all  
 the lawyers.

4 EX. 244.  
 20 L.J. EX. 65.

## 135

## ABANDONMENT TO UNDERWRITERS.

Hides shipped from *Rour* to Bordeaux town  
 At Rio putrefying  
 Were sold without abandonment  
 For little value. Trying  
 Upon appeal this case the Court  
 Found for the plaintiff, saying  
 This was constructive total loss  
 (*Salvador* did the paying).

3 Bing. N.C. 266.



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